



GAIL FARBER, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE

November 09, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

28 November 9, 2016

LORI GLASGOW  
EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT  
FOR GRAND AVENUE REHABILITATION PROJECT  
CITY OF COVINA-COUNTY OF LOS ANGELES  
UNINCORPORATED COMMUNITY OF COVINA  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

This action is to approve the cooperative agreement between the City of Covina and the County of Los Angeles to provide financing and delegation of responsibilities for the design and construction of the Grand Avenue Rehabilitation project.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that Grand Avenue Rehabilitation project is exempt from the California Environmental Quality Act.
2. Approve the project and instruct the Chair of the Board to sign the cooperative agreement between the City of Covina and the County of Los Angeles for the Grand Avenue Rehabilitation project. The cooperative agreement provides for the City to perform the preliminary engineering and administer construction of the project, with the City and the County to finance their respective jurisdictional shares of the cost of the project. The agreement further provides that the County will assign its Federal Surface Transportation Program-Local funds to the City to finance its portion of the project cost that is currently estimated to be \$975,000. The total project cost is currently estimated to be \$3,075,500 with the City's share estimated to be \$2,100,500.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to obtain approval of the project and to approve the enclosed cooperative agreement with the City of Covina. The City and the County propose to improve Grand Avenue by removing and replacing pavement and constructing or modifying the existing curb ramps and driveways to meet accessibility standards. The improvements will be from Arrow Highway to San Bernardino Road which is jurisdictionally shared between the City and the County. The scope of work also includes median landscaping improvements within the project limits. The Board's approval of the cooperative agreement is necessary for the financing and delegation of responsibilities for the project.

## **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By improving the Grand Avenue roadways, residents of the City, nearby cities, and unincorporated County communities who travel on these streets will benefit, and their quality of life will be improved.

## **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total project cost is estimated to be \$3,075,500. A portion of this project is within the City. The cooperative agreement provides for the City to perform the preliminary engineering and administer the construction of the project, with the City and the County to finance their respective jurisdictional shares of the project cost estimated to be \$2,100,500 and \$975,000, respectively.

The County will finance its share of the project cost by assigning to the City \$975,000 of the County's available Federal Surface Transportation Program-Local (STP-L) funds. Financing for this project is included in the Supervisorial District 5's Transportation Improvement Program in the Road Fund Fiscal Year 2016-17 Budget.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The cooperative agreement has been approved as to form by County Counsel and executed by the City.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of Supervisors of any County may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

The cooperative agreement that was approved by the City Council on September 6, 2016, provides for the City to provide preliminary engineering and construction administration for the project. The cooperative agreement further provides for the County to finance its jurisdictional share of the project cost by assigning its Federal STP-L funds to the City. The County's actual cost will be based upon a final accounting after completion of the project.

The Los Angeles County Metropolitan Transportation Authority has established procedures that permit the transfer of Federal STP-L funds between public agencies. Approval of the cooperative agreement is required under these procedures. This transfer of funds is mutually beneficial to and in the general interest of the City and the County.

#### **ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act Guidelines and Class 1(x), Subsections 2, 14, 18, and 22 of the Environmental Reporting Procedures and Guidelines adopted by the Board. These exemptions provide for resurfacing roadway pavement; reconstructing existing sidewalk, curbs, and gutters; new street drainage facilities that do not discharge onto private property; and maintenance of existing roadway facilities.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Improvement of the road segments under the Grand Avenue Rehabilitation project are on the County Highway Plan and of general County interest.

#### **CONCLUSION**

Please return one adopted copy of this letter and two originals of the cooperative agreement to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:JTW:pr

Enclosures

c: Chief Executive Office (Rochelle Goff)  
County Counsel (Carole Suzuki)  
Executive Office

**AGREEMENT AND ASSIGNMENT OF  
FEDERAL SURFACE  
TRANSPORTATION PROGRAM-LOCAL FUNDS**

THIS AGREEMENT AND ASSIGNMENT, made and entered into by and between the CITY OF COVINA, a municipal corporation in the County of Los Angeles, (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, (hereinafter referred to as COUNTY):

**WITNESSETH**

WHEREAS, Grand Avenue is designated as a major arterial highway in the Circulation Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to improve the roadway pavement of the following segment which are jurisdictionally shared between CITY and COUNTY:

Segment	Scope of Work	Thomas Guide	Length (miles)	Jurisdiction Shared
Grand Avenue – Arrow Highway to San Bernardino Road	Road Reconstruction and Median Landscaping Improvements	599-D2 599-D7	1.02	CITY and COUNTY

WHEREAS, the work will consist of median landscaping improvements and complete removal and replacement of the pavement section, removal and replacement of damaged sidewalk; driveways; and curb and gutter, as well as upgrading of curb ramps at locations where right-of-way acquisitions, utility relocation, and other improvements beyond the foot print of a standard curb ramp is not required; and

WHEREAS, the aforementioned work, which is included in a CITY-administered project named Grand Avenue Rehabilitation Project, (hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for the PROJECT; and

WHEREAS, the COST OF PROJECT, includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT and CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be Three Million Seventy-Five Thousand Five Hundred and 00/100 Dollars (\$3,075,500.00) with CITY'S share estimated to be Two Million One Hundred Thousand Five Hundred and 00/100 Dollars (\$2,100,500.00) and COUNTY'S share estimated to be Nine Hundred Seventy-Five Thousand and 00/100 Dollars (\$975,000.00); and

WHEREAS, CITY and COUNTY are willing to finance their respective shares of the COST OF PROJECT within their JURISDICTIONS; and

WHEREAS, COUNTY is willing to finance its jurisdictional share of the COST OF the PROJECT, currently estimated to be Nine Hundred Seventy-Five Thousand and 00/100 Dollars (\$975,000.00), by assigning Nine Hundred Seventy-Five Thousand and 00/100 Dollars (\$975,000.00) of available Federal Surface Transportation Program-Local (STP-L) funds to the CITY in lieu of cash; and

WHEREAS, CITY is willing to accept the COUNTY'S assignment of Federal STP-L funds and utilize the assignment as credit toward the COUNTY'S estimated share of the COST OF PROJECT; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures in effect that permit the transfer of Federal STP-L funds between public agencies; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004 et seq. of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT AND ASSIGNMENT shall be defined as the respective portions of Grand Avenue from Arrow Highway to San Bernardino Road within the geographical boundary of the CITY and within the unincorporated COUNTY areas mentioned in this AGREEMENT AND ASSIGNMENT.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT AND ASSIGNMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of the PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT AND ASSIGNMENT shall consist of the total of all payments

to the construction contractor(s) for the PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of the PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of the PROJECT in accordance with plans and specifications approved by the CITY and the COUNTY.

- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT AND ASSIGNMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT as referred to in this AGREEMENT AND ASSIGNMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING; CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT in accordance with the plans and specifications approved by the CITY and the COUNTY and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. Completion of PROJECT as referred to in this AGREEMENT AND ASSIGNMENT shall be defined as the date of field acceptance of construction of PROJECT by CITY and a written notification to COUNTY'S Director of Public Works that the improvements within COUNTY'S JURISDICTION are transferred to COUNTY for the purpose of operation and maintenance.

2) COUNTY AGREES:

- a. To finance COUNTY'S jurisdictional share of the COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph 4) a., below.
- b. To assign Nine Hundred Seventy-Five Thousand and 00/100 Dollars (\$975,000.00) of COUNTY'S available Federal STP-L funds to CITY as credit to finance its estimated jurisdictional share of the COST OF PROJECT (COUNTY'S PAYMENT). Such assignment shall be effective upon full execution of this AGREEMENT AND ASSIGNMENT with no further action required by CITY.

- c. To provide CITY with conditions for issuance of encroachment, excavation, and construction permit and any other special conditions at the time of plan approval for construction bids so that the permit conditions are fully incorporated into the PROJECT'S plans and specifications that contractors or any other person in charge of construction shall have no merit to request change in work compensation.
- d. Upon receipt of permit application from CITY and approval of construction plans for PROJECT, to issue CITY any necessary permit(s) authorizing CITY to construct those portions of PROJECT within COUNTY'S JURISDICTION at no cost to CITY.
- e. To cooperate with the CITY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. COUNTY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to CITY when necessary to construct, complete, and maintain PROJECT or to appoint CITY as its attorney-in-fact to exercise such prior rights.
- f. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
- g. Upon completion of PROJECT and receiving written notification from CITY to maintain in good condition and at COUNTY'S expense all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.

3) CITY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To finance CITY'S jurisdictional share of the COST OF PROJECT, CITY'S actual share will be determined by a final accounting pursuant to paragraph 4) a., below.
- c. To accept the COUNTY'S assignment of Federal STP-L funds and apply a credit of Nine Hundred Seventy-Five Thousand and 00/100 Dollars (\$975,000.00); to finance the COUNTY'S estimated share of COST OF PROJECT.

- d. To obtain COUNTY'S approval of plans for PROJECT prior to solicitation for construction bids.
  - e. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
  - f. To furnish COUNTY within one hundred eighty (180) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
  - g. Upon completion of PROJECT, to maintain in good condition and at CITY'S expense, all improvements constructed as part of PROJECT within CITY'S JURISDICTION.
  - h. To comply with all applicable Federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT AND ASSIGNMENT.
  - i. In the event that a preliminary notice, stop payment notice, and/or action to enforce a stop payment notice is filed on the PROJECT, to provide COUNTY with a copy of same within three (3) business days. CITY shall be responsible for withholding the funds in compliance with Civil Code § 9350 et seq.
- 4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the COST OF PROJECT. The cost of all work or improvements, including all engineering, administration, and all other costs incidental to PROJECT work, located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the COST OF PROJECT.
  - b. That if at final accounting COUNTY'S jurisdictional share of COST OF PROJECT exceeds COUNTY'S assignment of Federal STP-L funds, as set forth in paragraph 2) b., above, COUNTY shall, upon review and approval of final accounting invoice as described in paragraph 4) d., below, assign additional COUNTY Federal STP-L funds to CITY. Said demand shall consist of a billing invoice prepared by CITY. Conversely, if the required COUNTY share of COST OF PROJECT is less than the said assignment, CITY shall credit the difference to COUNTY'S available Federal STP-L funds



within thirty (30) days of the date CITY furnishes COUNTY with the final accounting.

- c. COUNTY shall review the final accounting invoice prepared by CITY and report in writing any discrepancies to CITY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by COUNTY to CITY within sixty (60) calendar days after the date of said invoice. CITY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of COUNTY'S written report. COUNTY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of CITY'S written justification.
- d. During construction of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, an inspector or other representative to inspect construction of PROJECT within COUNTY'S JURISDICTION. Said inspectors shall cooperate and consult with each other but the orders of CITY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- e. This AGREEMENT AND ASSIGNMENT may be terminated, amended, or modified only by mutual written consent of CITY and COUNTY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works/City Engineer or their delegates.
- f. Any correspondence, communication, or contact concerning this AGREEMENT AND ASSIGNMENT shall be directed to the following:

CITY: Mr. Siobhan Foster  
Director of Public Works  
City of Covina  
125 East College Street  
Covina, CA 91723-2199

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- g. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT AND ASSIGNMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT AND ASSIGNMENT.
- h. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT AND ASSIGNMENT, including, but not limited to, liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA), the California Health and Safety Code or common law. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability, claim, cost or expense (including, but not limited to, attorney's fees and expert costs). In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.
- i. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT AND ASSIGNMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT AND ASSIGNMENT.

- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT AND ASSIGNMENT, including, but not limited to, liability under the CERCLA, the California Health and Safety Code or common law. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability, claim, cost or expense (including, but not limited to, attorney's fees and expert costs). In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.
- k. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT AND ASSIGNMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- l. The provisions of this AGREEMENT AND ASSIGNMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32063 between CITY and COUNTY, adopted by the Board of Supervisors on November 14, 1977, and currently in effect.
- m. That the CITY authorizes the CITY Director of Public Works to assign to the COUNTY all of its right, title, and interest in any unelapsed portion of the one-year warranty granted to the CITY by the construction contractor performing the road improvement work. This assignment is effective following completion of PROJECT.
- n. Venue for any litigation shall be Los Angeles County, California, or in the United States District Court for the Central District of California. Any waiver by the CITY or COUNTY of any breach of any term, covenant or condition

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT AND ASSIGNMENT to be executed by their respective officers, duly authorized by the CITY OF COVINA on September 16, 2016, and by the COUNTY OF LOS ANGELES on November 9, 2016.

COUNTY OF LOS ANGELES

By Hilda F. Solis  
Chair, Board of Supervisors

ATTEST:

LORI GLASGOW  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

By Carla Little  
Deputy



LORI GLASGOW  
Executive Officer  
Clerk of the Board of Supervisors

By Carla Little  
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By Carol Suzuki for Michael Moore  
Deputy

CITY OF COVINA

By David Pennan  
City Manager

Date: 9/7/16

ATTEST:

By Sharon F. Clark  
Chief Deputy City Clerk

APPROVED AS TO FORM:

By [Signature]  
Attorney

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#28 NOV 09 2016

Lori Glasgow  
LORI GLASGOW  
EXECUTIVE OFFICER

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